

Purchase Order Terms and Conditions

This Purchase Order for goods and/or services, as applicable, ("Order") is neither an expression of acceptance of any offer made to Buyer by Seller nor a confirmation of any contract between Buyer and Seller. This Order is an offer to the Seller to contract on the terms set forth on the face of the Order and herein, and such offer expressly limits acceptance by Seller to the terms set forth. Any additional or different terms proposed by Seller are specifically rejected, unless otherwise expressly agreed to in a writing signed by an authorized representative of Buyer.

TERMS OF PURCHASE ORDER

1. CONFIDENTIAL RELATIONSHIP.

Seller agrees to treat as strictly secret and confidential and to use only for the purposes of filling this Order, all procedures, specifications, drawings, blueprints, nomenclature, samples, models, photographs, engineering information, manufacturing information and other information supplied by Buyer, or any service reports, all data and information, and inventions generated from performance of the services in connection with this Order (including documentation, biological and chemical materials and other tangible materials regardless of the form in which originally created or thereafter stored) ("Confidential Information"). Unless the written consent of Buyer is first obtained, Seller shall not in any manner advertise or publish or release for publication any statement mentioning Buyer or the fact that Seller has contracted with Buyer under this Order or quote the opinion of any employees of Buyer or publish any articles or other presentations relating to the Services or referring to results, data, Confidential Information or materials provided or generated as part of the Services, in whole or in part, without the prior written consent of Buyer. The Seller shall not disclose any information relating to this order to any person not entitled to receive it. Upon completion of all work under this Order, Seller shall, upon the demand of Buyer, promptly return to Buyer all Confidential Information furnished to Seller in connection with this Order, together with all copies or reproductions then in Sellers possession or control.

2. ACCEPTANCE.

Commencement of Performance pursuant to this Order constitutes acceptance hereof by Seller. If specified delivery or completion dates cannot be met, Seller shall notify Buyer promptly of Sellers best alternative proposed delivery or completion date, which Buyer may accept or reject. The terms of this Order may not be modified, superseded or amended except in a writing signed by an authorized representative of Buyer. Each shipment of goods and/or delivery of services received by Buyer shall only be upon the terms of this Order, notwithstanding any terms contained in any quotation, acknowledgment, invoice or other form of Seller or Buyers acceptance of, or payment for, any shipment, services or any other act.

3. PERFORMANCE.

Time and rate of performance are of the essence of this Order. Buyer reserves the right to cancel the Order and reject the goods and/or terminate the services, upon default by Seller in item, rate, manner of delivery or performance. Buyer also reserves the right to refuse to pay for services not ordered on the face of this Order and/or to refuse shipments made in advance of the schedule of deliveries appearing on the face of this Order. Except for quantities of goods in excess of those ordered constituting customary quantity variations common to the trade or industry, any quantity of goods in excess of the amount ordered may not be accepted, and such excess goods may be received, held and returned to Seller by Buyer at Sellers risk and expense. Overshipment allowances, if authorized, will be applied to the individually scheduled delivery overshipments at the discretion of Buyer. Undershipment allowances, if authorized at the discretion of the Buyer, will be applied to the entire Order. If Buyer agrees to reimburse Seller for travel expenses incurred in performance of the services, Buyer will only reimburse Seller for reasonable travel expenses and Seller must comply with Buyer travel policies. Seller agrees that it shall keep accurate records in sufficient detail to enable the amounts due to Seller hereunder to be determined. A representative of Buyer may have access upon reasonable notice and during ordinary business hours to such of Sellers records and facilities as may be necessary to determine the correctness of charges under this Order or compliance with all applicable laws and regulations in accordance with the terms of this Order.

4. PERSONNEL.

Seller shall be solely responsible for employing personnel and obtaining the equipment and supplies necessary to provide the services, except as may be otherwise stated on the face of this Order. Seller warrants and agrees that employees shall have sufficient skill, knowledge, and training to perform the services and that the services shall be performed in a professional and workmanlike manner in accordance with the highest standards of the industry. Seller shall pay its employees wages or salaries, provide workers' compensation insurance and pay all taxes and contributions which an employer is required to pay or provide relating to the employment of employees. Seller shall not subcontract or assign any services without the prior written consent of Buyer.

5. INDEPENDENT CONTRACTOR.

The parties hereto are independent contractors and nothing contained in this Order shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint ventures. Both parties agree that they shall neither have the power nor right to bind or obligate the other, nor shall either hold itself out as having such authority. Seller represents and warrants to Buyer that Seller is not a party to any agreement which would prevent it from fulfilling its obligations under this Order.

6. COMPLIANCE.

Seller represents and warrants that Seller has not been debarred pursuant to the Federal Food, Drug and Cosmetic Act (the "Act") or excluded from any Federal Health Care Program, including but not limited to, Medicare or Medicaid (each a "Federal Health Care Program"). In addition, Seller agrees to notify Buyer immediately if Seller is debarred under the Act or excluded under a Federal Health Care Program during the term of this Order. Seller understands that such debarment or exclusion may result in the immediate termination of this Order. Seller shall comply with the provisions of all applicable federal, state and local laws, regulations, rules and ordinances applicable to this Order and purchased goods including, without limitation, any fair labor standards or statutes and any statute or regulation regulating occupational safety and health. Seller shall, following Buyers reasonable request, certify such compliance to Buyer in writing.

7. RESPONSIBLE PROCUREMENT.

Seller will provide goods and/or services under this Agreement in compliance with all applicable laws and regulations and with the Buyer/AstraZeneca Code of Conduct which can be found at <http://www.medimmune.com/assets/pdfs/NewCode%20of%20Conduct.pdf> Seller will require its suppliers and subcontractors to comply with applicable laws and regulations and with the Buyer/AstraZeneca Code of Conduct. Seller agrees that this section is a material term of this Order and Buyer may terminate this Order if Seller fails to comply with this section.

8. PACKING.

My goods supplied by Seller pursuant to this Order shall be properly packaged and shipped only by licensed carrier over the least expensive route, unless otherwise instructed. Seller shall be responsible for safe packing which must conform to the requirements of carriers' tariffs and all applicable international, federal and state transportation and shipping laws, statutes and regulations. Seller shall separately number all cases, packages, and the like, showing the corresponding numbers on all invoices. An itemized packing slip, bearing Buyer Order number shown on this Order, must be placed in each container. Unless otherwise provided herein, no charge shall be made by Seller for containers, crating, boxing, storage or other packaging requirements.

9. PRICE AND PAYMENT.

Prices or billing amounts shall not exceed the price stated on the Order without the prior written consent of Buyer. The prices stated include packing, crating and transportation F.O.B. destination unless otherwise stated on the face of this Order. Seller agrees that any price reduction applicable to the ordered goods subsequent to the order but prior to delivery will be applicable to this Order. Seller shall mail the invoice for the goods to Accounts Payable department care of the address noted on the face of the Order. The cash discount period will date from Buyers receipt of the ordered good or from the date of the invoice, whichever is later. Buyer reserves the right to refuse any shipments set COD, and to dishonor any draft, and all goods attendant therewith are at Seller's risk. Except for charges to taxes as provided below, Buyer will not be responsible for any charges not shown on the face of this Order without Buyers prior written consent to such charges.

10. TITLE AND RISK OF LOSS.

Title to all goods to be delivered hereunder shall remain in Seller until such goods are delivered to Buyer as defined by this Order. All risk of loss or damage to goods to be delivered by Seller hereunder shall be upon Seller until title to such goods passes to Buyer, and Seller shall bear all risk of loss or damage to goods rejected by Buyer after notice of rejection, until such goods are redelivered to Buyer, except for the loss of, destruction of, or damage to such supplies resulting from the gross negligence of officers, agents, or employees of Buyer acting within the scope of their employment.

11. CHANGES.

Buyer may at any time, by written order, without notice to any surety, make changes or additions within the general scope of this Order in or to drawings, designs, specifications, instructions for work, method of shipment or packing, or time and place of delivery. If any of such changes causes an increase or decrease in the cost of, or the time required for, performance of this Order, Seller shall notify Buyer in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Order. Nothing herein shall excuse Seller from proceeding with the contract as changed.

12. TERMINATION.

Buyer may, at any time, terminate this Order for its convenience, in whole or in part, by written notice or oral notice confirmed in writing to Seller. If so terminated, any claim of Seller shall be settled on the basis of and limited to the reasonable cost incurred by Seller prior to Buyer's notice. Any claim by Seller for such adjustments must be asserted within 30 days, or such other period as may be agreed upon in writing by the parties, after Seller's receipt of notice of the termination. The term of this Order shall commence as of the date of acceptance of the Order by Seller (the "Effective Date") and, unless terminated by either party as provided in this Order, shall continue for one year from the Effective Date unless otherwise stated in this Order. This Order may be terminated by either party upon fifteen (15) days prior written notice if the other party becomes insolvent, is dissolved or liquidated, makes a general assignment for the benefit of its creditors, files or has filed against it (and does not obtain within ninety (90) days) a petition in bankruptcy, or has a receiver appointed for it or a substantial part of its assets. Upon termination of this Order, Seller and Buyer shall cooperate to provide for an orderly conclusion of the services and/or goods provided by Seller hereunder.

13. INTELLECTUAL PROPERTY RIGHTS.

Seller warrants that the services and goods do not infringe upon or constitute an unauthorized use of any patent, trade secret, copyright or other intellectual property right, and Seller agrees (i) to defend, at Sellers expense, all claims, suits, actions or proceedings, in law or equity, against Buyer, its successors, assigns, customers and users of any of the goods, of actual or alleged infringement or unauthorized use of any such patent, copyright, trade secret or (ii) to pay and discharge any and all judgments, decrees, penalties and settlements which may be rendered or reached in any and all such claims, suits, actions or proceedings against the Buyer, its successors, assigns, customers and users. As between Seller and Buyer, Buyer shall own all rights, title, and interest (without the consent of and without accounting to the Seller) in and to any inventions, discoveries, and/or know how, whether or not copyrightable or patentable, which are made, conceived, reduced to practice, or discovered by Seller, solely or jointly with others, as a result of performing the Services under this Order or which are based on Buyers Confidential Information (collectively, "Inventions"). In addition, a copyrightable Invention shall be considered a "work made for hire" under the United States Copyright Act. Seller agrees to assign and to undertake all acts reasonably necessary or useful to cause to be assigned to Buyer all rights, title, and interest in and to the Inventions anywhere in the world. If Seller is unavailable for any reason to undertake such acts, Buyer may exercise the following power of attorney: Seller hereby appoints Buyer as his agent and attorney-in-fact, with the power to act for and on Sellers behalf, solely to execute such papers and do all other lawful acts reasonably necessary or useful to file, prosecute, maintain, perfect and secure for Buyer the rights to Inventions described above.

14. QUALITY ASSURANCE - WARRANTIES.

Seller warrants that the services and goods delivered pursuant to this Order shall be of good materials and workmanship, free from defects, and shall conform to the specifications, drawings or samples specified or furnished to Buyer. This warranty shall survive any inspection, delivery, acceptance or payment by Buyer. Seller also warrants that all goods delivered hereunder shall be merchantable and fit for their intended purpose.

15. DEFECTIVE GOODS.

If any of the services or goods fail to comply with any term of this Order, Seller shall promptly correct such discrepancy or replace such goods or re-perform such services at Sellers expense following notice of such discrepancy from Buyer. If Seller shall fail to so act within five (5) days of such notice, Buyer may cancel this Order as to all such services and goods by giving Seller notice, and in addition to its rights and remedies hereunder and at law and equity, Buyer may, at its option, cancel the then remaining balance of this Order by notice to Seller and all such services and goods will be held at Seller's risk until the discrepancy is corrected or such goods are returned to Seller. Buyer may, and at Sellers direction shall, return such goods to Seller at Sellers risk, and all transportation charges, both to and from the original destination, shall be paid by Seller. Any payment made by Buyer for such goods shall be refunded by Seller, unless Seller promptly corrects the discrepancy or replaces the goods at Seller's expense.

16. INSPECTION AND ACCEPTANCE.

All services and goods are subject to Buyer's inspection, testing and approval, both at Sellers facility and at Buyer's point of destination. Buyer reserves the right to reject and refuse any acceptance of any services or goods which do not comply with all the terms of this Order. Acceptance, payment, use for resale of goods by Buyer shall not release Seller of any of Seller's obligations, representations or warranties hereunder. Payment for any goods shall not be deemed an acceptance thereof. If Seller does not arrange for disposition within thirty (30) days after notification, Buyer may dispose of such goods at Sellers expense.

17. INDEMNIFICATION AND INSURANCE.

Seller shall indemnify Buyer, its affiliates, directors, officers and employees for any and all damages, costs, expenses and other liabilities, including reasonable attorney's fees and court costs, arising under this Order or out of Sellers performance of the Services to the extent that any such claim is caused by Seller's negligence, recklessness, willful misconduct, failure in performing its obligations, or any breach of any warranty or representation under this Order. Seller shall maintain in effect during the term of this Order, general liability insurance and shall provide Buyer with a certificate evidencing such insurance upon request by Buyer.

18. FABRICATION AND MATERIAL COMMITMENT.

Buyer shall not be responsible for any of Sellers commitments for materials or fabrication in advance of the time necessary to meet delivery dates specified herein unless agreed to by Buyer in writing in advance.

19. COMPLIANCE.

Seller shall comply with the provisions of all applicable federal, state and local laws, regulations, rules and ordinances applicable to this Order and purchased goods including, without limitation, any fair labor standards or statutes or any statute or regulation regulating occupational safety and health. Seller shall, following Buyer's reasonable request, certify such compliance to Buyer in writing. Buyer is an equal employment opportunity employer and is a federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Vocational Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. The parties also agree to comply with the provisions of Executive Order 13496 (29 CFR Part 471), relating to the notice of employee rights under federal labor laws. To the extent this agreement is a subcontract under any prime contract between Buyer and the U.S. Government, Seller agrees to comply with the representations, certifications and other terms and conditions that Buyer is required to flow down to Seller under such prime contract(s), and Seller agrees to execute any documents reasonably requested by Buyer confirming the same. With respect to any Order issued to Seller to furnish supplies or services for Buyer's performance of a federal prime contract, the Seller certifies through acknowledgment or other acceptance of this Order that Seller and/or any of its Principals, (as defined in Federal Acquisition Regulation ("FAR") 52.209-5, 48 C.F.R. 52.209-5) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. By acceptance of this Order, Seller agrees to comply with the "Flowdown Requirements" terms and conditions found at http://www.medimmune.com/govt_tencdc.asp which are incorporated by reference herein, that are applicable to this Order based upon the prime contract(s) under which the work is being performed and the type of contract provided for by this Order, i.e. Commercial Item, Fixed Price, or Flexible Priced. Moreover, Seller agrees to incorporate by reference into this Order each Government Subcontracting Representation and Certification the Seller made to Buyer or the Seller has made through the Online Representations and Certifications Application (ORCA) prior to the issuance of this Order. Seller acknowledges that the Representations and Certifications are material facts upon which Buyer relied prior to issuing this Order.

20. MATERIAL FURNISHED OR PAID FOR BY BUYER.

All designs, patterns, formulas, samples, equipment or the material provided by Buyer or obtained or prepared by Seller at Buyer's expense shall be and remain the property of Buyer, shall be clearly marked as Buyer's equipment, shall be used solely to meet Buyer's requirements, shall be maintained by Seller in good working order and condition at Seller's expense and held at Seller's risk while in Sellers custody and, upon, completion of delivery hereunder or upon termination of this order, shall be returned or delivered to Buyer at Sellers expense in good working order and condition within thirty (30) days after completion or termination.

21. TAXES.

Except as otherwise provided, the prices stated do not include sales, use, excise or similar taxes applicable to the sale of goods. All such taxes and charges shall be shown separately on Sellers invoice.

22. ASSIGNMENT.

Seller shall not delegate any duties or assign any rights or claims under this Order without the express prior written consent of Buyer. Any assignment or delegation made without Buyers consent shall be null and void. Buyer may assign its respective rights and transfer its respective duties to any assignee of all or substantially all of its business (or that portion thereof to which this Order relates) or in the event of its merger or consolidation or similar transaction.

23. REMEDIES.

No remedy provided herein shall be deemed exclusive of any other remedy available at law or equity. All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for set off or counterclaim arising out of this or any other of Buyers Odes to Seller. In the case of conflict between the provisions of this Order and a signed agreement concerning the same transaction for goods and/or services covered by this Order, the provisions of the signed agreement will prevail.

24. GOVERNING LAW.

This Order and the acceptance of it shall, as provided herein, constitute a contract made in, and to be governed in all respects, by the laws of the state of Delaware. In order to effect the terms hereof, Seller hereby consents to and waives any objection to venue in any court having jurisdiction within the state of Delaware.

25. NOTICES.

Any notice required or otherwise given pursuant to this Order shall be in writing and shall be hand delivered, mailed certified mail, return receipt requested, postage prepaid or by recognized delivery service. Any notice to Buyer shall be addressed to the contact person so noted on the Order. Any notices to Seller shall be directed to the address of the Seller shown on the face of the Order.